

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES		
					1 5		
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
051		10/29/2009		10EM000231			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
		00901				00901	
Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802				Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC Attn: MARK COGGIN ONE FLUOR DANIEL DRIVE A-3-A ALISO VIEJO CA 926981000							
				9B. DATED (SEE ITEM 11)			
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470			
				10B. DATED (SEE ITEM 11)			
CODE 798861048				FACILITY CODE			
				01/10/2008			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement Between Parties

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subj to Retent: Y

The purpose of this modification is to incorporate the following FAR Clause:

FAR 52.222-54 Employment Eligibility Verification (Jan 2009)

A. Part II - Section I, Contract Clauses, is hereby revised to incorporate the following clause:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Charlene Smith	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		Signature on File _____ (Signature of Contracting Officer)	10/30/2009

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DE-AC09-08SR22470/051

PAGE

OF

2

5

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>I.60 FAR 52.222-54 Employment Eligibility Verification (Jan 2009)</p> <p>(a) Definitions. As used in this clause--</p> <p>"Commercially available off-the-shelf (COTS) item--</p> <p>(1) Means any item of supply that is"</p> <p>(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);</p> <p>(ii) Sold in substantial quantities in the commercial marketplace; and</p> <p>(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and</p> <p>(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.</p> <p>"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--</p> <p>(1) Normally performs support work, such as indirect or overhead functions; and</p> <p>(2) Does not perform any substantial duties applicable to the contract.</p> <p>"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.</p> <p>"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.</p> <p>"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DE-AC09-08SR22470/051

PAGE

OF

3

5

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b) Enrollment and verification requirements.</p> <p>(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--</p> <p>(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;</p> <p>(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and</p> <p>(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).</p> <p>(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--</p> <p>(i) All new employees.</p> <p>(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or</p> <p>(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or</p> <p>(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).</p> <p>(3) If the Contractor is an institution of higher</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DE-AC09-08SR22470/051

PAGE OF

4

5

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.</p> <p>(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--</p> <p>(i) Enrollment in the E-Verify program; or</p> <p>(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).</p> <p>(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.</p> <p>(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.</p> <p>(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.</p> <p>(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.</p> <p>(d) Individuals previously verified. The Contractor is not required by this clause to</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DE-AC09-08SR22470/051

PAGE

OF

5

5

NAME OF OFFEROR OR CONTRACTOR

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>perform additional employment verification using E-Verify for any employee--</p> <p>(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;</p> <p>(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or</p> <p>(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.</p> <p>(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--</p> <p>(1) Is for--</p> <p>(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or</p> <p>(ii) Construction;</p> <p>(2) Has a value of more than \$3,000; and</p> <p>(3) Includes work performed in the United States.</p> <p>(End of clause)</p> <p>B. All other terms and conditions remain unchange.</p> <p>FOB: Destination</p> <p>Period of Performance: 08/01/2008 to 07/31/2013</p>				